

Re: IB docket # 04-4

The fact that this has come this far concedes how questionable the requested transaction has become. The current company Globalstar appears to have done everything within its power to prevent revenues, apparently to assure a bankruptcy at the expense of the shareholders who currently are major stakeholders. Since a shareholders lawsuit was placed against the company, Globalstar has been sued for failing to honor contracts to provide phones (Attachment A), all the way up to having outsiders obtain interests in half a billion dollar contracts to utilize 50,000 phones on the Globalstar system, only to be passed over (Attachment B). Even to the dismay of the FCC there have been questionable moves.

FCC IB Docket # 01-185 on February 8, 2002, the Bondholders include with their reasoning as to why MSS-ATC needs to be immediately granted state on page 3 of their presentation (2nd line of 4th bullet):

“Globalstar is capable of immediately constructing and launching an ATC network to realize the benefits of ATC in the short term.”

That was written TWO YEARS AGO. MSS-ATC was granted over ONE YEAR AGO. The purpose of passing MSS-ATC was to help prevent the satellite companies with their financial problems, but it appears this company wants the debt-freedom of bankruptcy with the benefits of ATC. Had implementation of ATC been pursued by Globalstar as diligently as they pursued its passage perhaps this transfer of license wouldn't even be an issue. But here we are.

One has to question why Globalstar, a company founded by two behemoths (Loral Satellite, and Qualcomm) would be at a juncture where such a small (by their stature) private company like Thermo would be able to buy and control such a large portion of a company; a company that has turned away half a billion dollar contracts. Globalstar also plays an integral part of such things as:

1. telemedicine
2. Globaltracs
3. Star Navigations MDSS system
4. Aero Astros simplex modem for tracking
5. Globalstars inclusion in the AEEC Arinc standards for aviation
6. KVHI uplink for satellite TV to the car
7. SeaTel uplink on the seas

to name but a few commercial uses. The Globalstar satellite system played an integral part of the Universal Handset for the DOD, as well as playing a central role of NASA/Cisco Systems test of their 3200 mobile access router at Neah Bay. The demo at Neah Bay almost certainly was a precursor to Network Centric Warfare and most

assuredly demonstrated Mobile-IP Priority home agents. CDMA is a central part of where communication is heading in the military, and Globalstar is a CDMA/FDMA satellite system. When two giants of the industry, Loral and Qualcomm, are stepping aside to allow a small private company to take the reigns, something is amiss.

And note I didn't even get into how valuable the license is (the Nextwave auction). I request the request for transfer be denied, and if the current owners, Loral and Qualcomm, continue to refuse to make an honest effort to achieve a successful business of Globalstar after all the FCC has already done to help them, then perhaps the license should just be revoked.

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Attachment A

On December 5, 2002, StarMD, LLC ("StarMD") filed a complaint in the Pennsylvania Court of Common Pleas, Allegheny County, naming GUSA as the defendant. The complaint alleges four counts: (1) in equity, seeking a mandatory injunction requiring GUSA to sell to StarMD "as many telephones as its requests and to provide service to plaintiff's customers . . . ;" (2) in assumpsit, for lost profits "and related revenue" from the sale of "an estimated 10,800 telephones," in the amount of \$31,104,000; (3) in assumpsit, for recovery of the value of plaintiff's efforts in developing a marketing campaign, for damages "in excess of \$25,000;" and (4) in trespass, for tortiously interfering with plaintiff's agreement with Globalstar for the development and co-marketing of an antenna kit for the Globalstar 1600 telephone. In February 2003, GUSA filed Preliminary Objections requesting the court to dismiss the complaint on grounds of (1) lack of personal jurisdiction, (2) improper venue, (3) forum non conveniens, (4) a prior-existing valid and enforceable agreement to arbitrate and (5) legal insufficiency. The request for dismissal is before the court awaiting decision.

Attachment B